



SUPERFUND RECORDS

## ACCESS AGREEMENT

Site: Atlantic WS  
 ID #: Iado39954300  
 Break: 10-3  
 Other: A72Q1  
9-12-02

RIGHT OF ENTRY

1. Simmonds Properties, Ltd (Grantor), with authority to grant access, hereby knowingly consents to and authorizes pursuant to the terms of this Agreement, the United States Environmental Protection Agency (EPA), its employees or other duly authorized representatives (Grantee) to enter and perform an environmental response action upon the commercial property of Grantor located at 1309 East 7<sup>th</sup> Street, Atlantic, Iowa (hereinafter the "Property").

PURPOSE OF ENTRY

2. The purpose of entry upon the Property is to conduct an environmental response action pursuant to provisions of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (CERCLA), 42 U.S.C. § 9601 *et seq.*, and the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), 40 C.F.R. Part 300. The environmental response shall include, but is not limited to, the following activities on Grantor's property:
- a. Locating equipment and machinery on-site in preparation for and in the course of the environmental response actions;
  - b. Obtaining samples from the Property; and
  - c. All activities necessary to address potential tetrachloroethene (PCE) contamination on the Property.
3. All activities are subject to the availability of funds.
4. This Agreement shall in no way affect the access authority of EPA under CERCLA or any other law.

AGREEMENT NOT TO INTERFERE

5. Grantor agrees not to interfere with any of the lawful activities conducted by or equipment used by Grantee in conducting activities pursuant to this Agreement. Grantor further agrees not to take any action in regard to the use of the Property which would tend to endanger the health or welfare of persons or the environment or to allow others to use the Property in such a manner.

RESTORATION OF PROPERTY

6. Grantee agrees that all materials and equipment shall be removed from the Property upon the completion of the response action. The Property shall be left as nearly as possible to its original condition as found immediately preceding the beginning of the activities performed pursuant to this Agreement.

1 of 3

PCE

### SITE SAFETY PLAN

7. The Grantee agrees that a site safety plan for the work to be performed pursuant hereto will be developed and implemented, and that Grantee shall follow all required health and safety protocols.

### LIMITATION OF LIABILITY

8. The EPA's liability for damages to the Property or injuries to persons which result from, or are caused by, the activities on the Property shall be to the extent permitted by the Federal Torts Claims Act, and the Federal Employees Compensation Act (28 U.S.C. 2671 et seq., 5 U.S.C. 8108 et seq., and 31 U.S.C. 240 et seq.).

### TERM OF AGREEMENT

9. The term of this Agreement shall not extend beyond one (1) year from the below-signed date of Grantee unless, prior to the end of the one (1) year period, this Agreement is amended or Grantor receives written notice from Grantee that the environmental response action has been completed and that Grantee has met its obligations pursuant to Paragraph 6 of this Agreement.

### AMENDMENT OF AGREEMENT

10. This Agreement may be amended by mutual written agreement of the Grantor and the Grantee.

### **AGREED TO AND ACCEPTED:**

BY GRANTOR

Date:

9.12.02

*Simmonds Properties, Ltd.*

*Paula Glissman*

*Paula Glissman, President*

BY GRANTEE

Date:

9-16-02

*James MacDonald*

*James MacDonald*  
OSC-EPA Region VII

*2 of 3*

*ff(9)*

Attachment A

The Grantor and Grantee also agree to the following terms:

1. 48 hour notice will be given by the Grantee prior to the initiation of work.
2. Access will be provided on Monday, Tuesday, Wednesday, and Thursdays
3. Work will not occur in the drive thru lane of the property between the hours of 11:00 AM and 1:30 PM.
4. No permanent structures will be installed during this environmental response action that will impede the parking stalls or drive lanes.

RG  
JMP

3 of 3